



BRAITHWAITE & CO LIMITED  
(A Government of India Undertaking)

HEAD OFF. & REGD. OFF. : 5, HIDE ROAD, CALCUTTA – 43,  
TEL 2439-7415, 2439-7413

FAX : 2439 7632 / 2439 5607 E-MAIL : braithwaite\_co@yahoo.com

Ref : BCL/ FDY/G-7/09-10/SODIUM/NPG/2010

Dated : 24..06.2010

Dear Sir,

Please quote your best possible rates for supply of the following item -

Sl.No.	Brief description of items	Quantity
01	<b>SODIUM BASE BENTONITE POWDER TO 3921/1975 (SWELLING INDEX : 25)</b>	350 MT

(Note : The above products are required for our Foundry).

Your Quotation shall comprise of two parts –

**(a) Part-I : Techno-commercial Bid (b) Part-II : Price Bid**

The technical specifications/catalogue (if any) should be submitted in the techno-commercial bid.

Both the parts shall be submitted separately in two envelopes and these shall be put in a 3<sup>rd</sup> envelope and all the 3 envelopes shall be superscribed with our Tender Enquiry No. BCL/ FDY/G-7/09-10/SODIUM/NPG/2010 dated 24.06.2010. Due on 08.07..2010.

The quotation will be considered as cancelled if the documents required for Part-I & Part-II are not placed in the respective envelope.

**The quotation should reach us by 08.07.2010**

Quotation must be sent in sealed cover either by Registered Post or may be dropped in our Tender Box No. 2 in case of hand delivery.

General Terms and Conditions mentioned in Techno-commercial Part (Part-I):

Sealed quotations addressed to Dy. General Manager (Purchase), Braithwaite & Co. Ltd, Clive Works, 5 Hide Road, Kolkata 700 043 may be dropped in our tender box no. 2 (in case of hand delivery) or may be sent by Registered Post but must reach us positively within 08.07.2010. The Techno-commercial bid will be opened on 09.07 .2010 at 2 PM. You may be present during opening of the techno-commercial bid.

An unconditional acceptance of commercial terms & conditions stipulated in Techno-commercial part of this tender enquiry is to be given alongwith the offer.

For Braithwaite & Co. Ltd.,

N P Ghosh  
Dy. Manager (Purchase)

Encl: as above

**Part-I****Part-I : Techno-commercial Bid : General Terms & Conditions**

**Earnest Money Deposit (E.M.D):**Rs. 5000/- (Rupees Five thousand only)E.M.D. is required to be deposited as Bid Security and to be submitted in the form of Demand Draft/Pay Order in favour of "Braithwaite & Co. Ltd.," payable at Kolkata which will be valid for 6 months from the date of opening of the tender. SSI Units with single point registration with NSIC, payment of EMD can be considered for exemption to the extent of monetary limit granted on submission of valid NSIC registration certificate. Copy of the valid NSIC Registration Certificate should be furnished.

**Security Deposit :** 10% of the order value only in the form of Bank Guarantee from an Indian Nationalised Bank to be submitted by the successful bidder within 10 (ten) days on receipt of Purchase Order.

**Prices :** Break up prices considering Basic Price, Excise Duty, VAT, Packing & Forwarding (if any), Freight & Insurance charges etc (if any) to be indicated in your offer separately.

**Payment :** 100% within 30 days of receipt & acceptance of materials at Stores Department.

**Delivery : As per our requirement.** Immediate / within 7 days from the date of receipt of purchase order. The ordered materials will be delivered at BCL-Angus Works, Bhadreswar, Distt: Hooghly, WB 700 043– free of cost

**Offer should remain valid for 90 days** from the date of opening of this offer.

Quoted Rate shall remain firm till completion of the supply and price variation shall not be entertained.

BCL shall reserve the right to accept or reject the tender partly or fully without assigning any reason.

Quantity variation : Quantity as stated in the tender may vary as per discretion of Braithwaite.

Rejection/Replacement : In case any supply is not in conformity with the size/specification/terms and conditions of the contract and are rejected at BCL-Angus Works notwithstanding any approval by the Inspecting Officer or on account of any loss, determined time or damage during transit or before dispatch or delivery and Foundry-in-charge/Stores-in-charge will inform the supplier in this regard within 48 hours for taking back and removal of rejected materials from the premises of Angus Works at the cost and arrangement of supplier. The rejected materials will lie at the risk of the supplier and in case the rejected materials are not removed and replaced by good materials within 72 hours of our above notice to the satisfaction of Foundry-in-charge/Stores-in-charge – Angus Works will be at liberty to dispose of the entire rejected materials without any further reference to supplier. In such case, a token payment of Rs. 1/- per MT (all inclusive) shall be paid to the supplier for the rejected material and BCL shall reserve the right to forfeit Security Deposit/Invoke Risk Purchase Clause /other penal actions as deemed fit and arrange for fresh materials.

Price should be quoted both in figures and words and your quotation must be free from any kind of overwriting, alteration and corrections.

Rate to be quoted per MT basis.

Insurance : will be arranged by you.

Inspection : will be done by BCL Representative.

**Liquidated Damages:** In the event of failure to supply materials within the stipulated delivery date BCL reserves the right to recover a sum of 0.5% for every week or part thereof by way of Liquidated Damages, subject to a maximum of 10% of the undelivered quantity.

**Risk Purchase :** In the event of your failure to supply the materials BCL reserves the right to procure the items mentioned in our purchase order from alternative sources on Risk Purchase basis and recover the extra cost thereof, if incurred, from you.

**Arbitration :** Any dispute and difference, whatsoever, arising between the parties out of or relating to the installation, meaning, scope, operation or effect of this contract or validity or the breach thereof shall be settled by arbitration as decided by MD-BCL in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the supplier.

**Jurisdiction :** Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

## PART-II

### PRICE FORMAT

- 4) The rate will remain firm till completion of the supply.
- 5) The rate to be quoted both in figures and words.
- 6) The quoted rate should not be different between figures and words. If there is any difference between the figures and words, we will take the quoted rate in words only.
- 7) Overwriting in price figure of the quotation will be rejected.
- 8) The bidder shall submit rate in the following format.

Sl.No.	Brief description of items	Quantity	U/Rate	Total Amount
01	<b>SODIUM BASE BENTONITE POWDER TO 3921/1975 (SWELLING INDEX : 25)</b>	350 MT		
	+ Taxes & duties, if any.			
	Total			

For Braithwaite & Co. Ltd.,

Dy. Manager (Purchase)